

**LOUISIANA STATE UNIVERSITY
HEALTH SCIENCES CENTER
DENTAL SCHOOL
BENCHMARK OUTDOOR CAFÉ FURNITURE
PURCHASE & INSTALLATION CONTRACT**



Health Sciences Center

ADMINISTRATION AND FINANCE

Purchasing/Distribution Services

School of Medicine in New Orleans
School of Medicine in Shreveport
School of Dentistry
School of Nursing
School of Allied Health Professions
School of Graduate Studies
Health Care Services Division

Louisiana State University Health Sciences Center

COVER LETTER

Purchasing Department
433 Bolivar Street, Sixth Floor
New Orleans, LA 70112

Additional Information Bid # 001853

Change the Invitation to Bid document as follows:

Delete all references to bid envelopes and labels.


Delete items 6 and 7 of the Instructions to Bidders.

Insert your company's name and address on the first page headed Invitation to Bid under the Opening Date. Proposal forms are to be placed in an opaque envelope and endorsed with the bid number, bid title, bid opening date, bid opening time and delivered to Purchasing, LSU Health Sciences Center in New Orleans, 433 Bolivar St. Room 623, New Orleans, Louisiana 70112.

Your company's Federal Tax ID#_____

Michael D. Williams
Senior Buyer
LSUHSC Purchasing

Invitation to Bid

LSUHSC New Orleans				BIDS WILL BE PUBLICLY OPENED: August 12, 2013 02:00 PM	
VENDOR NO. : SOLICITATION : 001853 OPENING DATE : 08/12/2013		Return Bid in Envelope/Labels Provided to: Purchasing Department 433 Bolivar St Room 623 New Orleans LA 70112		BUYER : Williams, Michael D. BUYER PHONE : 504/568-6261 DATE ISSUED : 07/19/2013 REQ. NO : FISCAL YEAR : 0	
Benchmark Outdoor Cafe					
INSTRUCTIONS TO BIDDERS					
1. READ THE ENTIRE BID, INCLUDING ALL TERMS AND CONDITIONS AND SPECIFICATIONS. 2. FILL IN ALL BLANK SPACES. 3. ALL BID PRICES MUST BE TYPED OR WRITTEN IN INK. ANY CORRECTIONS, ERASURES OR OTHER FORMS OF ALTERATION TO UNIT PRICES SHOULD BE INITIALIZED BY THE BIDDER. 4. BID PRICES SHALL INCLUDE DELIVERY OF ALL ITEMS F.O.B. DESTINATION OR AS OTHERWISE PROVIDED. BIDS CONTAINING "PAYMENT IN ADVANCE" OR "C.O.D." REQUIREMENTS MAY BE REJECTED. PAYMENT IS TO BE MADE WITHIN 30 DAYS AFTER RECEIPT OF PROPERLY EXECUTED INVOICE OR DELIVERY, WHICHEVER IS LATER. 5. SPECIFY YOUR PAYMENT TERMS: _____ . CASH DISCOUNTS FOR LESS THAN 30 DAYS OR LESS THAN 1% WILL BE ACCEPTED, BUT WILL NOT BE CONSIDERED IN DETERMINING AWARDS					
BY SIGNING THIS BID, THE BIDDER CERTIFIES:					
* THAT NEITHER THIS BUSINESS ENTITY NOR ANY OF ITS EMPLOYEES OR SUBCONTRACTORS IS CURRENTLY LISTED AS EXCLUDED OR SANCTIONED BY EITHER THE DEPARTMENT OF HEALTH AND HUMAN SERVICES, OFFICE OF INSPECTOR GENERAL (OIG) OR THE GENERAL SERVICES ADMINISTRATION (GSA). * THAT IF THIS BUSINESS ENTITY OR ANY OF ITS EMPLOYEES OR SUBCONTRACTORS APPEAR ON EITHER LISTING, MY BID WILL BE REJECTED. * THAT IF AT ANY TIME DURING THE TERM OF THE CONTRACT AWARDED AS A RESULT OF THIS INVITATION TO BID, THIS ENTITY OR ANY OF ITS EMPLOYEES OR SUBCONTRACTORS APPEARS ON EITHER LISTING, MY COMPANY WILL NOTIFY THE CONTRACTING AGENCY, AND THE CONTRACT WILL BE TERMINATED. THE CONTRACTING AGENCY WILL NOT BE LIABLE FOR ANY DAMAGES RESULTING FROM SAID TERMINATION.					
THE BIDDER FURTHER CERTIFIES:					
* COMPLIANCE WITH ALL INSTRUCTIONS TO BIDDERS, TERMS, CONDITIONS, AND SPECIFICATIONS. * THIS BID IS MADE WITHOUT COLLUSION OR FRAUD. * THAT ALL TAXES DULY ASSESSED BY THE STATE OF LOUISIANA AND IT'S SUBDIVISIONS, INCLUDING FRANCHISE TAXES, PRIVILEGE TAXES, SALES TAXES AND ALL OTHER TAXES FOR WHICH THE FIRM IS LIABLE HAVE BEEN PAID. * THAT IF MY BID IS ACCEPTED WITHIN _____ DAYS FROM BID CLOSING TIME, MY FIRM WILL FURNISH ANY OR ALL OF THE ITEMS (OR SECTIONS) AT THE PRICE OPPOSITE EACH ITEM (OR SECTION). * DELIVERY WILL BE MADE WITHIN _____ DAYS AFTER RECEIPT OF ORDER:					
VENDOR PHONE NUMBER:		TITLE		DATE	
FAX NUMBER:					
SIGNATURE OF AUTHORIZED BIDDER (MUST BE SIGNED)			NAME OF BIDDER (TYPED OR PRINTED)		

Invitation to Bid

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NUMBER : 001853 OPEN DATE : 08/12/2013 TIME: 02:00 PM	BIDDER:
<p>6. DESIRED DELIVERY: 10 DAYS ARO, UNLESS SPECIFIED ELSEWHERE</p> <p>7. TO ASSURE CONSIDERATION, ALL BIDS SHOULD BE SUBMITTED IN THE SPECIAL ENVELOPE, OR USE BID LABEL IF FURNISHED FOR THAT PURPOSE. IN THE EVENT YOUR BID CONTAINS BULKY SUBJECT MATERIAL, THE SPECIAL BID ENVELOPE SHOULD BE FIRMLY AFFIXED TO THE MAILING ENVELOPE.</p> <p>8. BIDS SUBMITTED ARE SUBJECT TO PROVISIONS OF THE LAWS OF THE STATE OF LOUISIANA INCLUDING BUT NOT LIMITED TO L.R.S. 39:1551-1736; PURCHASING RULES AND REGULATIONS; EXECUTIVE ORDERS; STANDARD TERMS AND CONDITIONS; SPECIAL CONDITIONS; AND SPECIFICATIONS LISTED IN THIS SOLICITATION.</p> <p>9. IMPORTANT: THIS BID IS TO BE MANUALLY SIGNED IN INK BY A PERSON AUTHORIZED TO BIND THE VENDOR (SEE NO.31).</p> <p>10. INQUIRIES: ADDRESS ALL INQUIRIES AND CORRESPONDENCE TO THE BUYER AT THE PHONE NUMBER AND ADDRESS SHOWN ABOVE.</p> <p>11. BID FORMS: ALL WRITTEN BIDS, UNLESS OTHERWISE PROVIDED FOR, SHOULD BE SUBMITTED ON, AND IN ACCORDANCE WITH FORMS PROVIDED, PROPERLY SIGNED (SEE #31). BIDS MUST BE RECEIVED AT THE ADDRESS SPECIFIED IN THE SOLICITATION PRIOR TO BID OPENING TIME IN ORDER TO BE CONSIDERED.</p> <p>12. STANDARDS OR QUALITY. ANY PRODUCT OR SERVICE BID SHALL CONFORM TO ALL APPLICABLE FEDERAL AND STATE LAWS AND REGULATIONS AND THE SPECIFICATIONS CONTAINED IN THE SOLICITATION. UNLESS OTHERWISE SPECIFIED IN THE SOLICITATION, ANY MANUFACTURER'S NAME, TRADE NAME, BRAND NAME, OR CATALOG NUMBER USED IN THE SPECIFICATION IS FOR THE PURPOSE OF DESCRIBING THE STANDARD OF QUALITY, PERFORMANCE, AND CHARACTERISTICS DESIRED AND IS NOT INTENDED TO LIMIT OR RESTRICT COMPETITION. BIDDER MUST SPECIFY THE BRAND AND MODEL NUMBER OF THE PRODUCT OFFERED IN HIS/HER BID. BIDS NOT SPECIFYING BRAND AND MODEL NUMBER SHALL BE CONSIDERED AS OFFERING THE EXACT PRODUCTS SPECIFIED IN THE SOLICITATION.</p> <p>13. DESCRIPTIVE INFORMATION. BIDDERS PROPOSING AN EQUIVALENT BRAND OR MODEL SHOULD SUBMIT WITH THE BID, INFORMATION (SUCH AS ILLUSTRATIONS, DESCRIPTIVE LITERATURE, TECHNICAL DATA) SUFFICIENT FOR LSUHSC TO EVALUATE QUALITY, SUITABILITY, AND COMPLIANCE WITH THE SPECIFICATIONS IN THE SOLICITATION. FAILURE TO SUBMIT DESCRIPTIVE INFORMATION MAY CAUSE BID TO BE REJECTED. ANY CHANGE MADE TO A MANUFACTURER'S PUBLISHED SPECIFICATION SUBMITTED FOR A PRODUCT SHALL BE VERIFIABLE BY THE MANUFACTURER. IF ITEM(S) BID DO NOT FULLY COMPLY WITH SPECIFICATIONS (INCLUDING BRAND AND/OR PRODUCT NUMBER), BIDDER MUST STATE IN WHAT RESPECT ITEM(S) DEVIATE. FAILURE TO NOTE EXCEPTIONS ON THE BID FORM WILL NOT RELIEVE THE SUCCESSFUL BIDDER(S) FROM SUPPLYING THE ACTUAL PRODUCTS REQUESTED.</p> <p>14. BID OPENING. BIDDERS MAY ATTEND THE BID OPENING, BUT NO INFORMATION OR OPINIONS CONCERNING THE ULTIMATE CONTRACT AWARD WILL BE GIVEN AT THE BID OPENING OR DURING THE EVALUATION PROCESS. BIDS MAY BE EXAMINED WITHIN 72 HOURS AFTER BID OPENING. INFORMATION PERTAINING TO COMPLETED FILES MAY BE SECURED BY VISITING LSUHSC DURING NORMAL WORKING HOURS. WRITTEN BID TABULATIONS WILL NOT BE FURNISHED.</p> <p>15. AWARDS. AWARD WILL BE MADE TO THE LOWEST RESPONSIBLE AND RESPONSIVE BIDDER. LSUHSC RESERVES THE RIGHT TO AWARD ITEMS SEPARATELY, GROUP, OR IN TOTAL, AND TO REJECT ANY OR ALL BIDS AND WAIVE ANY INFORMALITIES.</p> <p>16. PRICES. UNLESS OTHERWISE SPECIFIED BY LSUHSC IN THE SOLICITATION, BID PRICES MUST BE COMPLETE, INCLUDING TRANSPORTATION PREPAID BY BIDDER TO DESTINATION AND FIRM FOR ACCEPTANCE FOR A MINIMUM OF 30 DAYS. IF ACCEPTED, PRICES MUST BE FIRM FOR THE CONTRACTUAL PERIOD. BIDS OTHER THAN F.O.B. DESTINATION MAY BE REJECTED. PRICES SHOULD BE QUOTED IN THE UNIT (EACH,</p>	

Invitation to Bid

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<p>BOX, CASE, ETC.) AS SPECIFIED IN THE SOLICITATION.</p> <p>17.DELIVERIES. BIDS MAY BE REJECTED IF THE DELIVERY TIME INDICATED IS LONGER THAN THAT SPECIFIED IN THE SOLICITATION.</p> <p>18.TAXES. VENDOR IS RESPONSIBLE FOR INCLUDING ALL APPLICABLE TAXES IN THE BID PRICE. LSUHSC AGENCIES ARE EXEMPT FROM ALL STATE AND LOCAL SALES AND USE TAXES.</p> <p>19.NEW PRODUCTS. UNLESS SPECIFICALLY CALLED FOR IN THE SOLICITATION, ALL PRODUCTS FOR PURCHASE MUST BE NEW, NEVER PREVIOUSLY USED, AND THE CURRENT MODEL AND/OR PACKAGING. NO REMANUFACTURED, DEMONSTRATOR, USED OR IRREGULAR PRODUCT WILL BE CONSIDERED FOR PURCHASE UNLESS OTHERWISE SPECIFIED IN THE SOLICITATION. THE MANUFACTURER'S STANDARD WARRANTY WILL APPLY UNLESS OTHERWISE SPECIFIED IN THE SOLICITATION.</p> <p>20.CONTRACT CANCELLATION. THE STATE OF LOUISIANA HAS THE RIGHT TO CANCEL ANY CONTRACT, IN ACCORDANCE WITH PURCHASING RULES AND REGULATIONS, FOR CAUSE INCLUDING BUT NOT LIMITED TO THE FOLLOWING: (1) FAILURE TO DELIVER WITHIN THE TIME SPECIFIED IN THE CONTRACT; (2) FAILURE OF THE PRODUCT OR SERVICE TO MEET SPECIFICATIONS, CONFORM TO SAMPLE QUALITY OR TO BE DELIVERED IN GOOD CONDITION; (3) MISREPRESENTATION BY THE CONTRACTOR; (4) FRAUD, COLLUSION CONSPIRACY OR OTHER UNLAWFUL MEANS OF OBTAINING ANY CONTRACT WITH THE STATE; (5) CONFLICT OF CONTRACT PROVISIONS WITH CONSTITUTIONAL OR STATUTORY PROVISIONS OF STATE OR FEDERAL LAW; (6) ANY OTHER BREACH OF CONTRACT.</p> <p>21.DEFAULT OF CONTRACT. FAILURE TO DELIVER WITHIN THE TIME SPECIFIED IN THE BID WILL CONSTITUTE A DEFAULT AND MAY CAUSE CANCELLATION OF THE CONTRACT. WHERE THE UNIVERSITY HAS DETERMINED THE CONTRACTOR TO BE IN DEFAULT, THE UNIVERSITY RESERVES THE RIGHT TO PURCHASE AN OR ALL PRODUCTS OR SERVICES COVERED BY THE CONTRACT ON THE OPEN MARKET AND TO CHARGE THE CONTRACTOR WITH COST IN EXCESS OF THE CONTRACT PRICE. UNTIL SUCH ASSESSED CHARGES HAVE BEEN PAID, NO SUBSEQUENT BID FROM THE DEFAULTING CONTRACTOR WILL BE CONSIDERED.</p> <p>22.ORDER OF PRIORITY. IN THE EVENT THERE IS A CONFLICT BETWEEN THE INSTRUCTIONS TO BIDDERS OR STANDARD CONDITIONS AND THE SPEICAL CONDITIONS, THE SPECIAL CONDITIONS SHALL GOVERN.</p> <p>23.APPLICABLE LAW. ALL CONTRACTS SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF LOUISIANA.</p> <p>24.EQUAL OPPORTUNITY. BY SUBMITTING AND SIGNING THIS BID, BIDDER AGREES THAT HE/SHE WILL NOT DISCRIMINATE IN THE RENDERING OF SERVICES TO AND/OR EMPLOYMENT OF INDIVIDUALS BECAUSE OF RACE, COLOR, RELIGION, SEX, AGE, NATIONAL ORIGIN, HANDICAP, DISABILITY, VETERAN STATUS, OR A OTHER NON-MERIT FACTOR.</p> <p>25.SPECIAL ACCOMMODATIONS. ANY "QUALIFIED INDIVIDUAL WITH DISABILITY" AS DEFINED BY THE AMERICANS WITH DISABILITIES ACT WHO HAS SUBMITTED A BID AND DESIRES TO ATTEND THE BID OPENING, MUST NOTIFY THIS OFFICE IN WRITING NOT LATER THAN SEVEN DAYS PRIOR TO THE BID OPENING DATE OF THEIR NEED FOR SPECIAL ACCOMMODATIONS. IF THE REQUEST CANNOT BE REASONABLY PROVIDED, THE INDIVIDUAL WILL BE INFORMED PRIOR TO THE BID OPENING.</p> <p>26.IDEMNITY. CONTRACTOR AGREES, UPON RECEIPT OF WRITTEN NOTICE OF A CLAIM OR ACTION, TO DEFEND THE CLAIM OR ACTION, OR TAKE OTHER APPROPRIATE MEASURE, TO IDEMNIFY, AND HOLD HARMLESS, LSUHSC, ITS OFFICERS, ITS AGENTS AND ITS EMPLOYEES FROM AND AGAINST ALL CLAIMS AND ACTIONS FOR BODILY INJURY, DEATH OR PROPERTY DAMAGES CAUSED BY THE FAULT OF THE CONTRACTOR,</p>	

Invitation to Bid

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NUMBER : 001853 OPEN DATE : 08/12/2013 TIME: 02:00 PM	BIDDER:
<p>OFFICERS, ITS AGENTS, OR ITS EMPLOYEES. CONTRACTOR IS OBLIGATED TO INDEMNIFY ONLY TO THE EXTENT OF THE FAULT OF THE CONTRACTOR, ITS OFFICERS, ITS AGENTS, OR ITS EMPLOYEES. HOWEVER, THE CONTRACTOR SHALL HAVE NO OBLIGATION AS SET FORTH ABOVE WITH RESPECT TO ANY CLAIM OR ACTION FROM BODILY INJURY, DEATH OR PROPERTY DAMAGES ARISING OUT OF THE FAULT OF THE UNIVERSITY, ITS OFFICERS, ITS AGENTS OR ITS EMPLOYEES.</p> <p>27. INTERPRETATION OF DOCUMENT: ANY INTERPRETATION OF THE BID OR QUOTATION DOCUMENT WILL ONLY BE MADE BY AN ADDENDUM ISSUED IN WRITING BY THE PURCHASING DEPARTMENT. SUCH ADDENDUM WILL BE MAILED OR DELIVERED TO EACH PERSON RECEIVING A SET OF THE ORIGINAL BID OR QUOTATION DOCUMENTS. LSUHSC WILL NOT BE RESPONSIBLE FOR ANY OTHER EXPLANATION OR INTERPRETATION OF THE DOCUMENTS.</p> <p>28. ACCEPTANCE OF BID: ONLY THE ISSUANCE OF A PURCHASE ORDER OR A SIGNED CONTRACT CONSTITUTES ACCEPTANCE ON THE PART OF LSUHSC.</p> <p>29. ADHERENCE TO JCAHO STANDARDS: WHERE APPLICABLE, LSUHSC IS ACCREDITED BY THE JOINT COMMISSION ON ACCREDITATION OF HEALTHCARE ORGANIZATIONS AND AS SUCH ALL CONTRACTORS, SUBCONTRACTORS, AND VENDORS AGREE TO ADHERE TO THE APPLICABLE STANDARDS PROMULGATED BY THE COMMISSION.</p> <p>30. PREFERENCE: IN ACCORDANCE WITH LOUISIANA REVISED STATUTES 39:1595, A PREFERENCE MAY BE ALLOWED FOR PRODUCTS MANUFACTURED, PRODUCED, GROWN, OR ASSEMBLED IN LOUISIANA OF EQUAL QUALITY. DO YOU CLAIM THIS PREFERENCE? YES _____ NO _____ SPECIFY THE LINE NUMBER (S) _____ SPECIFY LOCATION WITHIN LOUISIANA WHERE THIS PRODUCT IS MANUFACTURED, PRODUCED, GROWN OR ASSEMBLED _____ (NOTE: IF MORE SPACE IS REQUIRED, INCLUDE ON SEPARATE SHEET.) DO YOU HAVE A LOUISIANA BUSINESS WORK FORCE? YES _____ NO _____ IF SO, DO YOU CERTIFY THAT AT LEAST FIFTY PERCENT (50%) OF YOUR LOUISIANA WORKFORCE IS COMPRISED OF LOUISIANA RESIDENTS? YES _____ NO _____ FAILURE TO SPECIFY ABOVE INFORMATION MAY CAUSE ELIMINATION FROM PREFERENCES. PREFERENCES SHALL NOT APPLY TO SERVICE CONTRACTS.</p> <p>31. SIGNATURE AUTHORITY. IN ACCORDANCE WITH L.R.S. 39:1594 (ACT 121), THE PERSON SIGNING THE BID MUST BE:</p> <p>31.1. A CURRENT CORPORATE OFFICER, PARTNERSHIP MEMBER OR OTHER INDIVIDUAL SPECIFICALLY AUTHORIZED TO SUBMIT A BID AS REFLECTED IN THE APPROPRIATE RECORDS ON FILE WITH THE SECRETARY OF STATE; OR</p> <p>31.2. AN INDIVIDUAL AUTHORIZED TO BIND THE VENDOR AS REFLECTED BY AN ACCOMPANYING CORPORATE RESOLUTION, CERTIFICATE OR AFFIDAVIT; OR</p> <p>31.3. AN INDIVIDUAL LISTED ON THE STATE OF LOUISIANA BIDDER'S APPLICATION AS AUTHORIZED TO EXECUTE BIDS. BY SIGNING THE BID, THE BIDDER CERTIFIES COMPLIANCE WITH THE ABOVE.</p>	

Invitation to Bid

PRICE SHEET		Page 5 of 6			
NUMBER : 001853 OPEN DATE : 08/12/2013 TIME : 02:00 PM		BIDDER:			
UNLESS SPECIFIED ELSEWHERE SHIP TO:					
Line No.	Description			Unit Price	Extended Amount
1	Benchmark 4 Seat Cluster as specified in Attachment A Specifications.	5.00	EA		
2	Benchmark 3 Seat Cluster as specified in Attachment A Specifications.	2.00	EA		
3	Benchmark 2 Seat Cluster as specified in Attachment A Specifications.	1.00	EA		
4	Benchmark Umbrella Collar as specified in Attachment A Specifications.	6.00	EA		
5	Benchmark Virden Trash Receptacle as specified in Attachment A Specifications. The LSU Health Sciences Center in New Orleans (LSUHSC) requests quotes for Benchmark Outdoor Cafe Furniture as specified in Attachment A Specifications. Pricing is to include freight (FOB Destination), delivery to patio area(s), set in place, and installation (bolt to concrete) as specified in the attached drawings to the following location: LSUHSC Dental School 1100 Florida Avenue New Orleans, LA 70119 Coordinate delivery with LSUHSC	4.00	EA		

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PRICE SHEET		Page 6 of 6			
NUMBER : 001853 OPEN DATE : 08/12/2013 TIME: 02:00 PM		BIDDER:			
UNLESS SPECIFIED ELSEWHERE SHIP TO:					
Line No.	Description			Unit Price	Extended Amount
	<p>personnel (Rayza Carballo 504-568-4500) prior to shipment. Note: For purposes of clarification, this is a brand specific bid based on university standards. No substitutions will be allowed. This is an All or None bid. The total bid sum will be used to determine the lowest responsive and qualified bidder. Bids are due Monday, August 12, 2013 at 2:00 PM. Submit bids to the attention of:</p> <p style="margin-left: 20px;">Michael Williams LSUHSC Purchasing Department 433 Bolivar St. Room 623 New Orleans, LA 70112 504-568-6261 phone</p>				

Specific Conditions Bid #001853

Deadline for bid submission will be Monday, August 12, 2013 @ 2:00PM

SECTION 1 – BIDDING AND CONTRACT DOCUMENTS

1.1 Definitions:

Bidder – a legal entity that submits an offer to sell to the Owner on a specified body of work. Generally where the term “Bidder” is used in the specifications, the indication is that the requirement or responsibility is associated with the bid submittal or other pre-award activities.

Contractor – vendor that performs the services as specified herein. The term “Contractor” can also be used in the specification as an inclusive term that references the Contractor and all persons, Subcontractors, or other parties of interest acting on behalf of the Contractor in the performance of the contract as described in the specifications. A contractor’s license is not required for this bid.

1.2 Interpretation of Documents:

If any person contemplating submitting a bid is in doubt of the meaning of any part of the specifications, plans or other proposed contract documents, they may submit to Michael Williams e-mail at MWIL34@LSUHSC.EDU or fax to 504-717-2901 a written request for an interpretation not later than NOON on Thursday, July 25, 2013. Any interpretation of documents will be made only by addendum duly issued and mailed or delivered to each bidder receiving a set of the plans and specifications. LSUHSC will not be responsible for any other explanations or interpretation of the specifications or proposed documents.

1.3 Termination by LSUHSC for Convenience:

LSUHSC may, at any time, terminate the Contract for their convenience and without cause. Upon receipt of written notice from LSUHSC of such termination for their convenience, the Contractor shall: cease operations as directed by LSUHSC in the notice; take actions necessary, or that LSUHSC may direct, for the protection and preservation of the work; and except for work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders. In case of such termination for LSUHSC’s convenience, the Contractor shall be entitled to receive payment for work executed. LSUHSC shall not be responsible or otherwise liable for any demobilization costs or incidental or consequential damages resulting from such termination.

1.4 Termination for Noncompliance:

LSUHSC may terminate this contract for cause based upon the failure of the Contractor to comply with the terms and/or conditions of the Contract; provided that LSUHSC shall give the Contractor written notice specifying the Contractor’s failure. If within thirty (30) days after receipt of such notice, the Contractor shall not have either corrected such failure or, in the case which cannot be corrected in thirty (30) days, begun in good faith to correct said failure and thereafter proceeded diligently to complete such correction, then LSUHSC may, at its option, place the Contractor in default and the Contract shall terminate on the date specified in such notice. The Contractor may exercise any rights available to it under Louisiana law to terminate for cause upon the failure of LSUHSC to comply with the terms and conditions of this contract; provided that the Contractor shall give LSUHSC written notice specifying LSUHSC’s failure and a reasonable opportunity for LSUHSC to cure the defect.

1.5 Bidder's Representation:

Each Bidder by his bid represents the following:

- Bidder has read and understands the Bidding Documents and his or her bid is made in accordance therewith.
- Bidder's bid is based solely upon the materials, systems and services described in the Bidding Documents as advertised and as modified by addenda.
- Bid is not based on any verbal instructions contrary to the Contract Documents and addenda.

All work must be performed in accordance with all applicable state, and federal codes, laws, regulations and ordinances. Knowledge of existing codes, laws, regulations and ordinances pertaining to the specified work is the responsibility of the Bidder.

1.6 Bidding Procedure:

1. The Bidder must properly complete and sign Bid, including all required attestations and addendums. Any exceptions to the attached terms and conditions or the indemnification agreement shall be presented at the time of the bid submission. Note that any exceptions may result in a disqualified bid if the aforementioned exceptions are in conflict with state guidelines governing LSUHSC. Bids must be signed by a representative of your company authorized to enter into contract on behalf of your organization (see item 31 of the Instructions to Bidders on the Invitation to Bid for specific requirements for signature authority). Bidders must be licensed to do business with the State of Louisiana and be registered on the Secretary of State's website www.sos.louisiana.gov. Information on licensing and filing may be obtained at <http://www.sos.louisiana.gov/tabid/66/Default.aspx>.

2. All bids are due by 2:00 PM Monday, August 12, 2013 at 433 Bolivar Street, Room 623 (Purchasing Department), New Orleans, LA 70112. **Late bids will not be accepted.** It is the bidder's responsibility to make sure bids are delivered on time. Delays by mail, traffic, or any other reason will be at the bidders own risk.

3. Documentation relevant to this bid include:

COVER LETTER WITH TAX ID NUMBER

INVITATION TO BID

ATTACHMENT A – SPECIFICATIONS

ATTACHMENT B – CERTIFICATION STATEMENT

ATTACHMENT C – INDEMNIFICATION AGREEMENT

ATTACHMENT D – EQUAL EMPLOYMENT OPPORTUNITY CLAUSE

ATTACHMENT E – AFFIRMATIVE ACTION COMPLIANCE

ADDENDUMS (if any are posted during bid period)

1.7 Minimum Insurance Requirements:

Selected bidder(s) shall maintain the following minimum insurance coverage throughout the duration of the contract:

- Commercial General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage.
- Automobile Liability: \$1,000,000 combined single limit per accident, for bodily injury and property damage.
- Workers Compensation and Employers Liability: Workers' Compensation limits as required by the Labor Code of the State of Louisiana and Employers Liability coverage. Exception: Employers liability limit is to be \$1,000,000 when work is to be over water and involves maritime exposure.

A Certificate of Liability Insurance must be provided prior to bid award. For further insurance requirements and provisions, see Attachment F – Insurance Requirements.

1.8 Calendar of Events:

<u>Event</u>	<u>Date</u>
ITB Announcement	July 19, 2013
Written Inquiry Deadline (12:00 Noon)	July 25, 2013
Issue Responses to Provider Inquiries	July 26, 2013
Bid Submission Deadline (2:00 PM)	August 12, 2013
Contract Award & Notification	August 13, 2013

NOTE: LSUHSC reserves the right to amend and/or change this schedule of ITB activities, as it deems necessary.

1.9 Bid Submission:

Bids must be received on or before 2:00 PM on the date specified in the Calendar of Events (Section 1.8). Bidders mailing their quotes should allow sufficient mail delivery time to ensure receipt of their proposal by the time specified. The proposal package must be delivered at the Bidder's expense to:

Michael Williams – Senior Buyer

Louisiana State University Health Sciences Center – New Orleans

433 Bolivar Street

Room 623

New Orleans, LA 70112

Phone: (504) 568-6261

PLEASE NOTE...all bids are due by 2:00 PM Monday, August 12, 2013 at 433 Bolivar Street, Room 623 (Purchasing Department), New Orleans, LA 70112. **Late bids will not be accepted, and will be returned unopened.** It is the bidder's responsibility to make sure bids are delivered before the bid opening. Delays by mail, traffic, or any other reason will be at the bidders own risk. Fax or e-mail bids will not be accepted.

BIDS SHALL BE DELIVERED IN A SEALED ENVELOPE WITH THE BID NUMBER CLEARLY MARKED ON THE OUTSIDE OF THE ENVELOPE.

SECTION 2 – SCOPE (GENERAL)

2.1 Summary:

The LSU Health Sciences Center in New Orleans (LSUHSC) requests quotes for Benchmark Outdoor Café Furniture as specified in Attachment A Specifications. This is a brand specific bid based on university standards. No substitutions will be allowed. This is an All or None bid. Price quotes are to include freight (FOB Destination), delivery to patio area(s), assembly, set in place, installation, bolting to concrete, and removal of packing materials and trash, to the LSUHSC Dental School, 1100 Florida Avenue, New Orleans, LA, 70119. Delivery and installation should occur on or about late September / early October 2013.

2.2 LSUHSC Representation:

The intended designated representative of LSUHSC for this service is Rayza Carballo, Facilities. Any changes to the scope of work or scheduling must be submitted to the designated LSUHSC representative. Rayza Carballo can be contacted via phone at 504-568-4500.

2.3 Compliance with Applicable Laws and Regulations:

Contractor shall perform all requirements under this contract in strict observance of and in compliance with all applicable laws, regulations, ordinances, codes and any other legislative or statutory requirements. Contractor shall obtain all permits and licenses and pay all taxes, charges and fees necessary to perform the services under this contract.

2.4 Excluded Vendor / Person List:

By signing this document, contractor certifies that neither the business entity nor any of its employees is currently listed as excluded or sanctioned by the Department of Health and Human Services, Office of Inspector General, or the General Services Administration. Contractor understands that if this business entity or any of its employees appear on either listing, the bid will be rejected. Furthermore, contractor understands that if at any time during the term of this contract that the business entity or any of its employees should appear on either listing, contractor will notify LSUHSC and this contract shall be terminated.

2.5 Resolving Contract Disputes:

State statute requires that disputes arising under this contract not be resolved in a forum outside of Louisiana. Requiring contract disputes to be resolved in a forum outside of this state or requiring their interpretation to be governed by the laws of another jurisdiction, are inequitable and against the public policy of this state.

2.6 Late Payment Policy:

State statute RS 39:1695 requires that if a state agency fails to make any payment within 90 days of the due date, that agency shall pay, in addition to the payment, interest on the amount due at the rate established pursuant to Civil Code Article 2824 (B) (3) per year, from the 91st day after the due date.

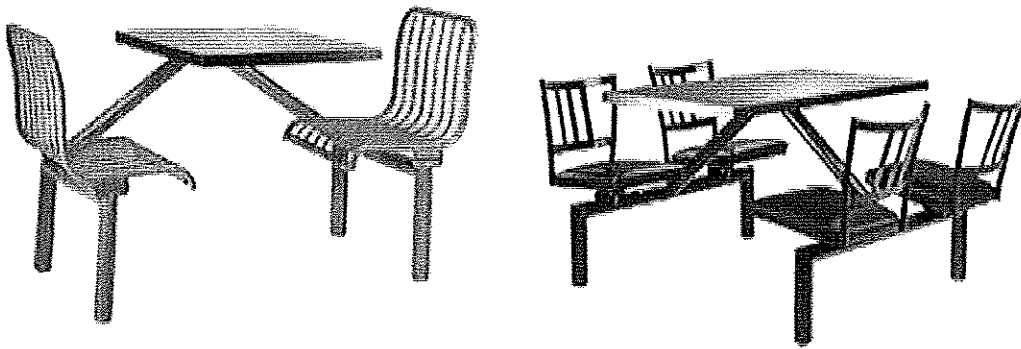
2.8 Warranty and Guarantee:

Contractor warrants and guarantees all equipment to be new. All items shall have a 100% warranty against defects in material and workmanship for a period of not less than three years which shall start when the equipment has been delivered, tested, and accepted. When a manufacturer's normal warranty period is greater than one year, or where a longer period is specified, such longer period shall apply. Any required visits by a service technician must be made within 48 hours of a call for service.

Attachment A – Specifications:

LSUHSC Dental School Food court exterior seating and trash receptacle
bid specifications

Name: Aluminum 4 Seat Cluster, 3 Seat ADA Cluster, 2 Seat Cluster Seating



Specifications:

Frame: 2 x Schedule 40 Aluminum pipe, TIG/MIG fully welded joints, ground and dressed, complete with adjustable oversize feet for bolt down application, 1/4" brackets and table plate for mounting table.

Chair Heads: 1" x schedule 40 Aluminum pipe, TIG/MIG fully welded joints, ground and dressed, seat back and seat 3/16" Aluminum Finishing.

All products are bead blasted and cleaned in a 5 stage washer, powder coated with Tiger Drylac super durable 38 Series powders for lasting protection.

Quantity of (5) Aluminum 4-Seat Cluster Unit, All Aluminum Frame and Preston Style Chair Heads.
Exterior Powder Coated Finish - Color to be standard RAL Black - Solid Surface Tabletop-Bullnose Edge Detail, 42" Dia x 1.25" thick, Optional Umbrella hole and plug is included - Color to be selected from standard Solid Surface Material Color to be level 3 Artic

5 ea. Model # 1076/052-AL w /Umbrella option table unit

5 ea. Model # 2058-42-BN Solid surface top

5 ea. Model # 2058-plug, Hole plug for solid surface



Quantity of (2) Aluminum 3-Seat ADA Cluster Unit, All Aluminum Frame and Preston Style Chair Heads. Exterior Powder Coated Finish - Color to be standard RAL Black - Solid Surface Tabletop-Bullnose Edge

Detail, 42" Dia x 1.25" thick, Optional Umbrella hole and plug is included - Color to be selected from standard Solid Surface Material Color to be level 3 Artic

2 ea. Model # 1076-ADA/-052 AL W/ Umbrella option table unit

2 ea. Model # 2058-42-BN solid surface top

2 ea. Model # 2058- plug, Hole plug for solid surface

Quantity of (1) Aluminum 2-Seat Cluster Unit, All Aluminum Frame and Preston Style Chair Heads. Exterior Powder Coated Finish - Color to be standard RAL Black - Solid Surface Tabletop-Bullnose Edge
Detail, 30" Dia x 1.25" thick, Optional Umbrella hole and plug is included - Color to be selected from standard Solid Surface Material Color to be level 3 Artic

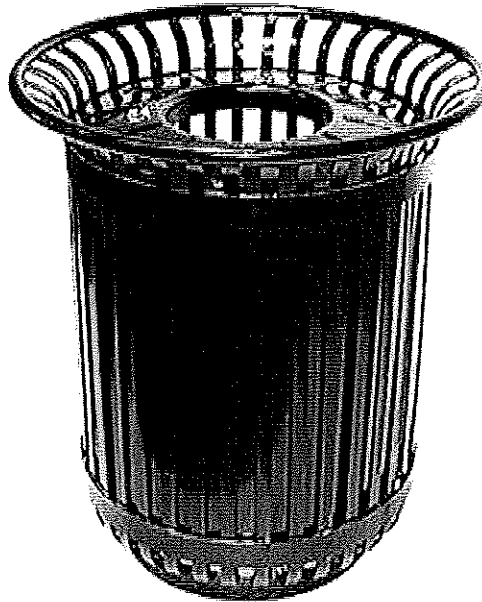
1 ea. Model # 1075/052-AL unit

1 ea. 2058-30-BN solid surface top

1 ea. 2058- plug, Hole Plug for solid surface

Quantity of (6) ea. Umb Collar- Umbrella collar, machined aluminum

Name: Virden Receptacle



Specifications:

Body is made from Aluminum 2" x 3/16" and 1/4" x 1 Flatbar, TIG/MIG fully welded joints, ground and dressed, Top is made from 1/8" spun aluminum with a pivot lift lid.

Rigid Plastic Liner Included.

32 gallon capacity.

Available in aluminum construction with bolt down tabs.

Standard powder coat finishes apply.

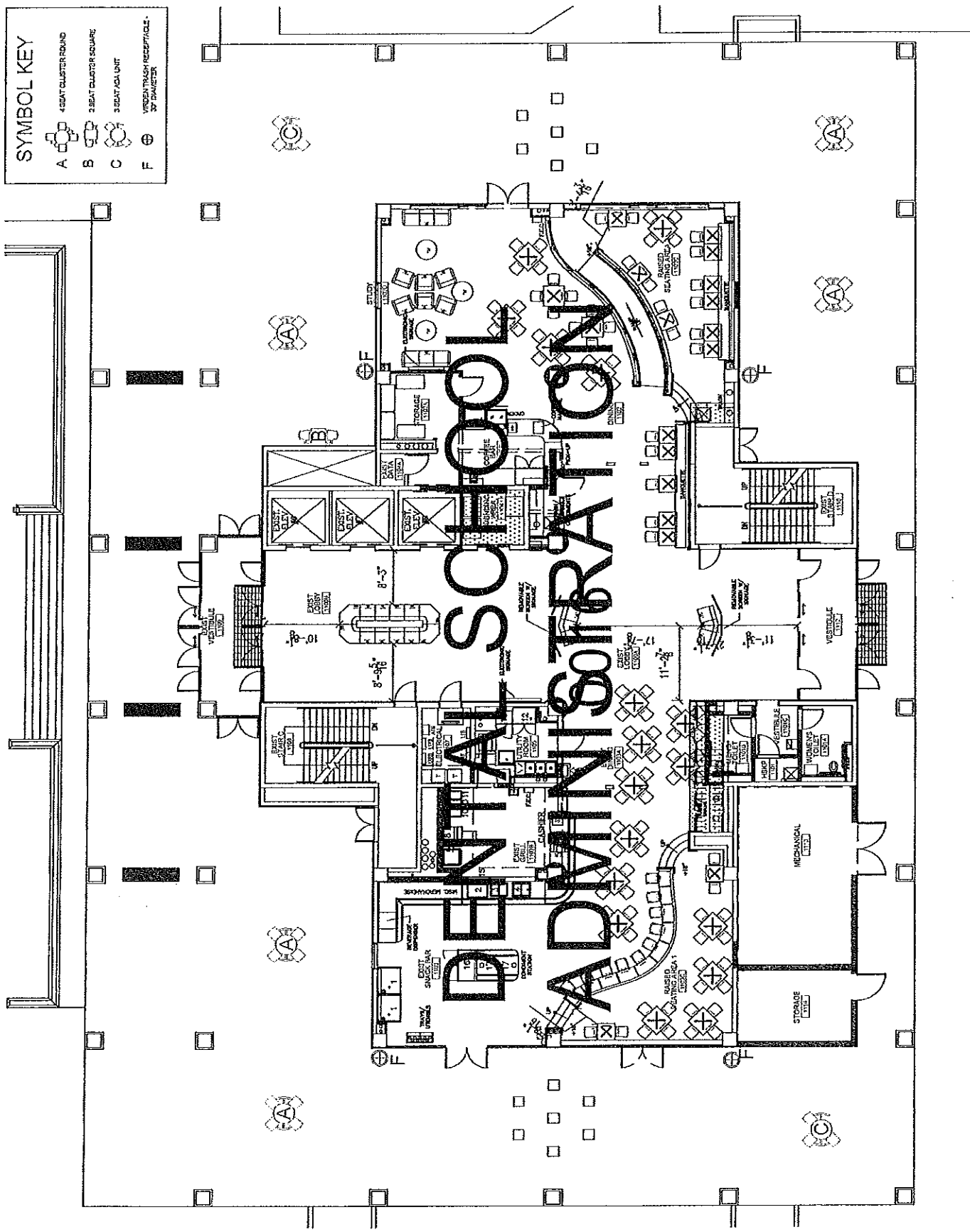
Finishing, all products are bead blasted and cleaned in a 5 stage washer, powder coated with Tiger Drylac super durable 38 Series powders for lasting protection.

Color to be standard RAL Black

Quantity of (4) Virden Style Trash receptacle 30" dia. x 35"h

Model # 6053-T-AL

SYMBOL KEY	
A	4 SEAT CLUSTER ROUND
B	2 SEAT CLUSTER SQUARE
C	3 SEAT ADA UNIT
F	VERTICAL TRASH RECEPTACLE - 30" DIAMETER



ATTACHMENT C - INDEMNIFICATION AGREEMENT

The Selected Provider/Subcontractor agrees to protect, defend, indemnify, save, and hold harmless LSUHSC-NO, State of Louisiana, all State Departments, Boards, and Commissions, officers, agents, servants, and employees, including volunteers, from and against any and all claims, demands, expense, and liability arising out of injury or death to any person or the damage, loss or destruction of any property which may occur or in any way grow out of any act or omission of Selected Provider/Subcontractor, its agents, servants, and employees or any and all costs, expense, and/or attorney fees incurred by Selected Provider/Subcontractor, as a result of any claims, demands, and/or causes of action except of those claims, demands, and/or causes of action arising out of the negligence of LSUHSC-NO, State of Louisiana, all State Departments, Boards, Commissions, its agents, representatives, and/or employees. Selected Provider/ Subcontractor agrees to investigate, handle, respond to, provide defense for and defend any such claim, demand, or suit at its sole expense and agrees to bear all other costs and expenses related thereto, even if any such claim, demand, or suit is groundless, false, or fraudulent.

LSUHSC-NO shall not be responsible or held liable for any injury or damage to persons or property resulting from the use, misuse, or failure of any equipment used by the Selected Provider or any of the Selected Provider's agents, servants, or employees, even if such equipment is furnished by LSUHSC-NO to the Selected Provider. The acceptance or use of any such equipment by the Selected Provider shall be construed to mean that the Selected Provider accepts full responsibility for, and agrees to indemnify and to defend LSUHSC-NO against any and all loss, liability, and claims for any injury or damage whatsoever resulting from the use, misuse, or failure of such equipment, whether such damage or injury is to an employee, agent, or servant, or the property of the Selected Provider, other contractors or subcontractors, LSUHSC-NO, or other persons.

Accepted by: Company _____

Name _____

Signature _____

Title _____

Date _____

Is Certificate of Insurance Attached? _____ Yes _____ No

ATTACHMENT D: EQUAL EMPLOYMENT OPPORTUNITY CLAUSE

As required by U.S. Labor Department, Office of Federal Contract Compliance, Section 60-1.4.

During the performance of this contract, the successful bidder (contractor or vendor) agrees as follows:

- (1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting offer setting forth the provision of this non-discrimination clause.
- (2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.
- (3) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the Contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (4) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (5) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access of his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (6) In the event of the Contractor's noncompliance with the non-discrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (7) The Contractor will include the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the contracting agency may use direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the Contractor becomes involved in, or is threatened with, litigation with the subcontractor or vendor as a result of such direction by the contracting agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

Assurance

The bidder (offeror or applicant) assures Board of Supervisors of Louisiana State University and Agricultural and Mechanical College that he does not and will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not and will not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The bidder (offeror or applicant) understands that the phrase "segregated facilities" includes facilities which are in fact segregated on a basis of race, color, creed, or national origin, because of habit, local custom, or otherwise. The bidder (offeror or applicant) understands and agrees that maintaining or providing segregated facilities for his employees or permitting his employees to perform their services at any locations, under his control, where segregated facilities are maintained is a violation of the equal opportunity clause required by Executive Order 11246 of September 24, 1965.

The bidder (offeror or applicant) further understands and agrees that a breach of the assurance herein contained subjects him to the provisions of Orders of the Secretary of Labor dated May 9, 1967, and the provisions of Orders of the Secretary of Labor dated May 9, 1967, and the provisions of equal opportunity clause enumerated in contract between Board of Supervisors of Louisiana State University and Agricultural and Mechanical College and bidder (offeror or applicant).

Whoever knowingly and willfully makes any false, fictitious, or fraudulent representation may be liable to criminal prosecution under 18 U.S.C. Section 1001.

Vendor

By:

Name and Title

(must be signed by an authorized Executive Official)

Date:

ATTACHMENT E: AFFIRMATIVE ACTION COMPLIANCE

(a) **REQUIREMENTS OF PROGRAMS.** In accordance with Section 60-1.4 of Chapter 60 of Title 41 of the Code of Federal Regulations, as amended, the Seller shall develop and shall require each of its lower-tier subcontractors hereunder who has 50 or more employees and a subcontract of \$50,000 or more to develop a written affirmative action compliance program for each of its establishments. A necessary prerequisite to the development of a satisfactory affirmative action program is the identification and analysis of problem areas inherent in minority employment and an evaluation of opportunities of utilization of minority group personnel. The Seller's and each of its nonexempt lower-tier subcontractor's programs shall provide in detail for specific steps to guarantee equal employment opportunity keyed to the problems and needs of members of minority groups, including, when there are deficiencies, the development of specific goals and timetables for the prompt achievement of full and equal employment opportunity. The Seller and each of its nonexempt lower-tier subcontractors shall include in his affirmative action compliance program a table of job classifications. This table should include but not be limited to job titles, principal duties (and auxiliary duties if any), rates of pay, and where more than one rate of pay applies (because of length of time in job or other factors), the applicable rates. The affirmative action compliance program shall be signed by an executive official of the Seller or lower-tier subcontractor as the case may be.

(b) **UTILIZATION EVALUATION.** The evaluation of utilization of minority group personnel shall include the following:

- (1) An analysis of minority group representation in all job categories.
- (2) An analysis of hiring practices for the past year, including recruitment sources and testing, to determine whether equal employment opportunity is being afforded in all job categories.
- (3) An analysis of upgrading, transfer and promotion for the past year to determine whether equal employment opportunity is being afforded.

(c) **MAINTENANCE OF PROGRAMS.** Within 120 days from the commencement of the applicable purchase order of the lower-tier subcontract hereunder, the Seller and each nonexempt lower-tier subcontract hereunder shall maintain a copy of separate affirmative action compliance programs for each establishment, including evaluations of utilization of minority group personnel and the job classification tables, at each local office responsible for the personnel matters of such establishment. An affirmative action compliance program shall be part of the manpower and training plans for each new establishment and shall be developed and made available prior to the staffing of such establishment. A report of the results of such program shall be compiled annually and the program shall be updated at that time. This information shall be made available to representative of the agency or director upon request and the Seller's and each nonexempt lower-tier subcontractor's affirmative action program and the results it produces shall be evaluated as part of compliance review activities.

VENDOR:

BY:

(Must be signed by authorized executive official)

TITLE:

DATE:

ATTACHMENT F – INSURANCE REQUIREMENTS

INSURANCE REQUIREMENTS FOR CONTRACTORS

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees, or subcontractors.

A. MINIMUM SCOPE OF INSURANCE

Coverage shall be at least as broad as:

1. Insurance Services Office form number GL 002 (Ed. 1/73) covering Comprehensive General Liability and Insurance Services Office form number GL 0404 covering Broad Form Comprehensive General Liability; or Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001). **“Claims Made” form is unacceptable. The “occurrence form” shall not have a “sunset clause”.**
2. Insurance Services Office form number CA 0001 (Ed. 1/78) covering Automobile Liability, code 1 “any auto” and endorsement CA 0025.
3. Workers’ Compensation Insurance as required by the Labor Code of the State of Louisiana, including Employers Liability insurance.

B. MINIMUM LIMITS OF INSURANCE

Contractor shall maintain limits no less than:

1. Commercial General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage (or higher limits depending on size of contract).
2. Automobile Liability: \$1,000,000 combined single limit per accident, for bodily injury and property damage.
3. Workers Compensation and Employers Liability: Worker’s Compensation limits as required by the Labor Code of the State of Louisiana and Statutory Employers Liability limits. Exception: Employers liability limit is to be \$1,000,000 when work is to be over water and involves maritime exposure.

C. DEDUCTIBLES AND SELF-INSURED RETENTIONS

Any deductibles or self-insured retention's must be declared to and approved by the University. At the option of the University, either: the insurer shall reduce or eliminate such deductibles or self-insured retention's as respects the University, its officers, officials, employees and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

D. OTHER INSURANCE PROVISIONS

The policies are to contain, or be endorsed to contain, the following provisions:

1. General Liability and Automobile Liability Coverage

- a. The University, its officers, officials, employees, Boards and Commissions and volunteers are to be added as "additional insured" as respects liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of the Contractor, premises owned, occupied, or used by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the University, its officers, officials, employees or volunteers. It is understood that the business auto policy under "Who is an Insured" automatically provides liability coverage in favor of the University.
- b. The Contractor's Insurance coverage shall be primary insurance as respects the University, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the University, its officers, officials, employees or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.
- c. Any failure to comply with reporting provisions of the policy shall not affect coverage provided to the University, its officers, officials, employees, Boards and Commissions, or volunteers.
- d. The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

2. Worker's Compensation and Employers Liability Coverage

The insurer shall agree to waive all rights of subrogation against the University, its officers, officials, employees and volunteers for losses arising from work performed by the Contractor for the University.

3. All Coverage's

Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the University.

E. ACCEPTABILITY OF INSURERS

Insurance is to be placed with insurers with an A.M. Best's rating of no less than A-:VI. This requirement will be waived for workers' compensation coverage only for those contractors whose workers' compensation coverage is placed with companies who participate in the State of Louisiana Workers' Compensation Assigned Risk Pool.

F. VERIFICATION OF COVERAGE

Contractor shall furnish the University with certificates of insurance effecting coverage required. The certificate for each insurance policy is to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates are to be on forms provided by the University and are to be received and approved by the University before work commences. The University reserves the right to require complete, certified copies of all required insurance policies, at any time.